

## RECORD OF PUBLIC BID OPENING

REQUISITION # **K-266850**

PROJECT: **LIGHT CONSTRUCTION SERVICE**

Bid Closing Date: **9/7/05 @ 5:00 PM**

Bid Open Date: **9/8/05 @ 10:00 AM**

**STATUS = AWARDED TO: BMI CONSTRUCTION**

BIDDER: CC MANAGEMENT GROUP

Regular Rate = 360 hours

Journeyman	Apprentice	Laborer
\$ 32.00	\$ 19.00	\$ 13.00

Overtime Rate = 360 hours

Journeyman	Apprentice	Laborer
\$ 48.00	\$ 28.00	\$ 19.50

+ 12%

TOTAL AMOUNT BID: \$46,720.00

BIDDER: BMI CONSTRUCTION

Regular Rate = 360 hours

Journeyman	Apprentice	Laborer
\$ 29.00	\$ 12.25	\$ 15.50

Overtime Rate = 360 hours

Journeyman	Apprentice	Laborer
\$ 43.50	\$ 18.35	\$ 23.25

+ 9 %

TOTAL AMOUNT BID: \$42,393.00

## **ADDENDUM #1**

**August 22, 2005**

**PROJECT: Light Construction Service Contract  
ITD Boise Headquarters & Associated Buildings**

**REQUISITION NUMBER: K-266850**

Contractor/Business Name: \_\_\_\_\_

The following changes have been made to the above project; all other information will remain the same.

- The Contractors Affidavit form concerning a Alcohol and Drug Free Workplace was omitted and must be returned with your response; a form has been included with this addendum.
- Remove – SC-1 Subcontractor Requirements Form. This form is not a requirement for this project.

**This page must be signed, dated and returned with your bid documents.**

I acknowledge receipt of this Addendum and its contents.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**CONTRACTOR'S AFFIDAVIT**  
**CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The undersigned being duly sworn upon oath, deposes and says that

\_\_\_\_\_ complies with the provisions of Section 72-1717 Idaho  
(Contractor Name)

Code (Drug Free Workplace program); that \_\_\_\_\_ provides a  
(Contractor Name)

drug-free workplace program that complies with the provisions of Idaho Code, title 72,

chapter 17 and will maintain such program throughout the life of a state construction

contract and that \_\_\_\_\_ shall subcontract work only to  
(Contractor Name)

subcontractors meeting the requirements of Idaho Code, section 72-1717(1)(a).

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address

\_\_\_\_\_  
City and State

By: \_\_\_\_\_  
(Signature)

Subscribed and sworn to before me this \_\_\_\_\_ day of  
\_\_\_\_\_, \_\_\_\_\_.

Commission expires:

\_\_\_\_\_  
NOTARY PUBLIC, residing at

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Requisition #** K-266850  
**Project:** Light Construction  
Service Contract for Boise ITD  
Headquarters and Associated  
Buildings

**INTENTION TO RESPOND**  
**No Fax Cover Sheet Is Required**

**FAX BACK: 208 334-8824**

Your assistance is requested.

To: Idaho Transportation Department  
Purchasing Section  
PO Box 7129  
Boise, Idaho 83707-1129

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**BID CLOSING ON: 9/7/2005 @ 5:00 P.M.**

**BID OPENS ON: 9/8/2005 @ 10:00 A.M.**

**Please check all that apply**

\_\_\_\_\_ Company intends to prepare and submit a response to the requisition listed above.

\_\_\_\_\_ Company does not plan to respond.

\_\_\_\_\_ Company plans to attend Bid Opening.

\_\_\_\_\_ Other Message/Comments: \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Person \_\_\_\_\_  
(Please Print)

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

# IDAHO DEPARTMENT OF TRANSPORTATION

## SIGNATURE PAGE

THIS PAGE MUST BE SIGNED WITH AN ORIGINAL SIGNATURE AND RETURNED WITH OUR BID DOCUMENTS!!!

Idaho Transportation Department  
Supply Services Purchasing Section  
3311 West State Street  
Boise, Idaho 83703

Date: 8-12-2005

### REQUISITION #: K-266850

**ALL SEALED BIDS MUST BE RECEIVED BY 5:00 PM ON SEPTEMBER 7, 2005. SEALED BIDS WILL BE OPENED AT 10:00 AM ON SEPTEMBER 8, 2005,** at Supply Services, Purchasing Office, at 3311 West State Street in Boise.

The scope of work on this project consists of furnishing all materials, equipment and labor for a **Light Construction Service Contract at Boise ITD Headquarters and Associated Buildings**, per the specifications contained in the above requisition.

The State contractors License Board shall license bidders in the State of Idaho  
**Public Works Contractors License #** \_\_\_\_\_

Contact Evey McAdams, Contract Program Specialist, at (208) 334-8084 for Bid Requirements and Clarification.

**FOR BID RESULTS, PLAN HOLDERS LIST VISIT: <http://itd.idaho.gov/business/business.htm>**

#### **RETURN BID IN A SEALED ENVELOPE CLEARLY MARKED AS SHOWN:**

Requisition #: K-266850  
Bid Open Date: 9-8-2005 @ 10:00 AM  
Item Bidding: Light Construction Service Contract at Boise  
Headquarters and Associated Buildings

#### **Mailing Address**

Idaho Transportation Department  
Supply Services Purchasing Section  
P.O. Box 7129  
Boise, Idaho 83707-1129

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contractors Signature/Authorized Signature: \_\_\_\_\_  
\_\_\_\_\_

Printed Signature

BY SIGNING, BIDDER ACKNOWLEDGES ITS RESPONSIBILITY FOR ANY ADDENDA THAT HAVE BEEN ISSUED FOR THIS SOLICITATION AND WILL COMPLY WITH ALL THE TERMS, CONDITIONS, AND SPECIFICATIONS OF THIS SOLICITATION.

## **INVITATION TO BID**

**ALL** sealed Bids must be received by **5:00 P.M.**, on **September 7, 2005**. **ALL** sealed Bids will be opened at **10:00 A.M.**, on **September 8, 2005** at the Idaho Transportation Department, Supply Services Purchasing Section located at 3311 West State Street, Boise, Idaho. Bidders and other interested parties are invited to be present at the bid opening. This is to furnish all materials, equipment and labor for a **Light Construction Service Contract for Boise ITD Headquarters and Associated Buildings**, per the specifications contained in requisition number **K-266850**.

### **PUBLIC WORKS LICENSE REQUIRED**

No bid will be considered unless accompanied by an acceptable guaranty in an amount not less than five percent (5%) of the total amount of the bid. This guaranty must be in the form of a certified check or a cashier's check drawn on an Idaho bank, made payable to the Idaho Transportation Department, or a bidder's bond. Surety will be forfeited in the event of failure to sign the contract.

The Idaho Transportation Department reserves the right to reject all bids or to accept the bid deemed best for the State of Idaho.

Dated this 12<sup>th</sup> day of August, 2005

**MARK LITTLE, PURCHASING AGENT  
IDAHO TRANSPORTATION DEPARTMENT**

Copies of **Bid Packets, includes all Drawings, Bid Results and Plan Holders List**, may be obtained by visiting our web site at: <http://itd.idaho.gov/business/business.htm> or by contacting your local Plan Room.

**PUBLISH: 8/22/2005– 8/26/2005**

REVISED 1/05

## BIDDERS RESPONSIBILITY PAGE

*PLEASE NOTE: The following documents, IF APPLICABLE TO YOUR BID, must be returned to the Idaho Transportation Department Purchasing Section to allow your bid to be considered.*

- 1.) **EFFECTIVE: January 1, 2005. Idaho Code, Section 72-1717 – Idaho Employer Alcohol and Drug-Free Workplace Act State Construction Contracts. Required on ALL State Construction or Improvement of Public Property or Publicly Owned Buildings.**
  - **Affidavit of Alcohol and Drug Free Workplace Program**
- 2.) **“Signature Page”**
  - Public Works License Number must be inserted
  - Page must be signed with an original signature
- 3.) **Bid Response**
  - Individual, Partnership, or Corporation
  - One of three, depending upon company structure, MUST be completed, signed and notarized
- 4.) Bidder must complete Bid Schedule
- 5.) Bidder must complete Domicile Form
- 6.) Subcontractor form SC-1 – **as required per specifications**
- 7.) A 5% Bidders Bond or Cashier's Check
- 8.) **All Addenda** Must be Signed and returned with your Bid.  
It is the Bidders responsibility to verify if addendum(s) were issued.
- 9.) **ALL BIDS** must be submitted in a sealed enveloped with the Requisition Number, Bid Open Date, and Project Name clearly marked on the outside of the envelope.
- 10.) **NO BID ADJUSTMENTS WILL BE ACCEPTED:** Any changes made to a bid must be submitted as a separate bid and all rules remain in effect. ALL REQUIRED paperwork must be re-submitted.
- 11.) **PUBLIC WORKS LICENSE REQUIRED:** - Public Works Contractors License Board  
Phone # (208) 334 8968. <http://www2.idaho.gov/dbs>

## **DOMICILE**

PREFERENCE FOR IDAHO DOMICILED CONTRACTORS ON PUBLIC WORKS (Idaho Code 67-2348 - Effective July 1, 1982). To the extent permitted by federal laws and regulations, whenever the State of Idaho, or any department, division, bureau or agency thereof, or any city, county, school district, irrigation district, drainage district, sewer district, highway district, good road district, fire district, flood district, or other public body, shall let for bid any contract for bid any contract to a contractor for any public works, the contractor domiciled outside the boundaries of Idaho shall be required, in order to be successful, to submit a bid the same percent less than the lowest bid submitted by a responsible contractor domiciled in Idaho as would be required for such an Idaho domiciled contractor to succeed over the bidding contractor domiciled outside Idaho on a like contract being let in his domiciliary state.

If the bidder is unsure of where their business is domiciled, the following "rule of thumb" may help!

- 1)     Corporation: Domiciled where chartered.
- 2)     Sole Proprietor: Domiciled where permanent headquarters of business located.
- 3)     Partnership: Domiciled where permanent headquarters of business located.

COMPANY NAME: \_\_\_\_\_

STATE OF DOMICILE: \_\_\_\_\_

NOTE: THIS PAGE MUST BE RETURNED WITH YOUR BID DOCUMENTS!



## **SPECIAL PROVISION IDAHO BUILDING**

Furnish all materials, equipment and labor for a **Light Construction Service Contract for Boise ITD Headquarters and Associated Buildings**, as per the specifications contained in requisition number K-266850.

Materials incorporated into this project shall be new and free from defects and of the best commercial quality for the purpose specified.

### **CONTRACTOR'S NOTES**

The Contractor shall indemnify, save harmless and defend regardless of outcome the State from the expenses of and against all suits, actions, claims, or costs, expenses and attorney fees that may be incurred because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the Contractor or his subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of the Contractor or his subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the Workmen's Compensation Act or any other law, ordinance, order or decree.

The Contractor shall carry such public liability and property damage insurance that will protect him and the State from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall not be less than:

## **SPECIAL PROVISION IDAHO BUILDING**

### **CONTRACTOR'S NOTES**

- 1) Comprehensive General Liability Insurance with a minimum combined single limits \$1,000,000.00 each occurrence. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including employee acts), blanket contractual, contractor's protective, products and completed operations. Further, the policy shall include coverage for the hazards commonly referred to as XCU (explosion, collapse and underground). This protection may be provided by the subcontractor, naming the Prime Contractor and State as insured. This supplemental insurance must be submitted prior to the subcontractor starting XCU operations.

If the policies required by Comprehensive General Liability and Comprehensive Automobile Liability Insurance, has an aggregate limit, it shall not be less than a \$2,000,000.00 annual limit.

2. Comprehensive Automobile Liability Insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000.00 each occurrence with respect to contractor's owned hired, or non-owned vehicles, assigned to or used in performance of work. The policies required by Comprehensive Liability and Comprehensive Automobile Liability Insurance paragraphs above shall be endorsed to include the Department, its agents, officials, employees and the State of Idaho as additional insured's and shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees and the State of Idaho shall be excess and not contributory insurance to that provided by the Contractor. The insurance shall contain a severability of interests' provision.

The Contractor shall not commence work under the contract until he obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to the State and to the railroad or railway company, when involved. All insurance policies and certificates must be signed copies. After work commences, the Contractor will keep in force all required insurance until written acceptance of the project.

In addition to the above-required Liability Insurance coverage, the Contractor shall carry Worker's Compensation Insurance as required by Idaho Code covering the Contractors' and Subcontractors' work force. Certifications of Workmen's Compensation Insurance shall correspond to the requirements for Liability Insurance certification included herein.

The certifications must state that no cancellations or changes of any of the required policies shall be effective without 30 days prior written notice to the State and railroad or railway company involved.

Upon written acceptance of the project by the State, the Contractor will be relieved of responsibility to the public for subsequent injury or damage on the project.

## **SPECIAL PROVISION IDAHO BUILDING**

### **GENERAL**

The Contractor shall supplement the plans for such working drawings as are necessary to adequately control the work. Materials incorporated into this project shall be new and free from defects and of the best commercial quality for the purpose specified.

The Idaho Transportation Department's Standard Specifications for Highway Construction manual is available to the Contractor for \$30.00 plus tax. Contact the Idaho Transportation Department at 334-8430 to purchase. Note: The Standard Specifications of Highway Construction can also be viewed and downloaded at <http://itd.idaho.gov/>. Where general and supplementary conditions and division 1-specification sections are referred to; current industry standards shall be followed. Owner shall be construed to mean the State of Idaho through the Idaho Transportation Department (ITD). Where approval of Architect or Engineer is required, it shall be construed to mean the Resident Engineer.

The contractor, before commencing work, shall purchase and maintain property insurance against fire with extended coverage, including loss or damage by vandalism and malicious mischief on this work in the amount of \$500,000. No cancellation or change in this policy shall be effective without (30) days advance written notice to the Department. This policy shall be primary insurance covering the contractors operations.

### **INFORMATION GIVEN PRIOR TO AWARD**

Oral explanations, instructions and interpretations given to bidders prior to award of contract will not be binding. It is the Department's intent to provide all bidders equal opportunity to access and acquire all available pertinent information necessary to formulate a responsive bid. Any information, specifications, plans, data or interpretations which the Department discovers is lacking and may be important to all bidders, will be furnished to all bidders in the form of an addendum, the receipt of which shall be acknowledged.

### **GUARANTEE**

Excepting where certain portions of the work call for a longer period, all work shall be guaranteed for a minimum period of one year after the date of final acceptance; during the guarantee period, any repairs or replacements required because of defective workmanship or material shall be at the Contractor's expense.

### **WARRANTIES, GUARANTEES AND INSTRUCTION SHEETS**

Three (3) copies of the manufacturer's warranties, guarantees, instruction sheets, and parts lists for all Contractors' furnished materials shall be turned over to the State upon completion of the project.

The Contractor shall provide and maintain weather protection and heating as required for the protection of the work from the beginning of the work until final completion, acceptance, or occupancy. Methods and extent of protection and heating shall be subject to the State's Approval.

## **SPECIAL PROVISION IDAHO BUILDING**

### **PERMITS**

The State will furnish the building permit, if required.

The Contractor shall obtain and pay for all other licenses and permits and shall pay fees and charges for connection to outside services to include, water sewer and electricity and use of public or private property for storage of materials, etc. The Contractor shall comply, without additional expense to the State, with all State, County and Municipal building ordinances and regulations insofar as the same are binding upon the State. ITD will reimburse the contractor for utility hookup fees at invoice costs.

### **CLEANING UP BUILDING**

In addition to removal of rubbish and leaving the building rooms clean, the Contractor shall remove stains, spots, marks and dirt from decorated surfaces, clean hardware, remove paint spots and smears from all surfaces and clean fixtures, clean all glass; replace any broken glass.

### **PROTECTION**

The Contractor shall, at all times, protect excavation, trenches and building from damage or cave-in; provide pumps, equipment or enclosures as required; remove and replace with new work any work damaged by failure to provide protection; provide and maintain guard lights at barricades, obstructions, trenches or pits adjacent to public thoroughfares. Replacement of damaged work will be at no additional cost to the Owner.

### **CODES**

Contractor, including subcontractors, shall submit his bid in accordance with plans and specifications. If plans and specifications do not comply with any codes having jurisdiction in that particular place or construction, Contractor shall submit alternate price on any changes necessary to comply with such codes. If such alternates are not stated in bid, it shall be assumed that Contractor's base bid includes, to the best of his knowledge and experience, all work necessary to comply with such codes.

### **PRIOR APPROVAL**

The references made to materials equipment, appliances or fixtures in the plans or these specifications, where manufacturers' products or brand names are specified, are made to show standards for comparison only as to type, design character, or quality of the article desired, and are not for the purpose of restricting bidders to these products or brand names.

The term "or equal" as used herein shall be understood to mean equal to that specified for fulfilling the intended requirements in the judgment of the Engineer. THE BURDEN OF PROVING THE EQUALITY SHALL BE THE CONTRACTOR'S RESPONSIBILITY. The Engineer's decision shall be final. Shop drawings or manufacturer's literature for the substitute item and for the specified item shall be submitted to support the Contractor's requests on all substitutions.

## **SPECIAL PROVISION IDAHO BUILDING**

### **PRIOR APPROVAL**

All requests for approval of change in design of function of materials specified must allow 14 days review time, after receipt of all necessary documents, by the Engineer. Approval of submittals shall not relieve the Contractor from responsibility for deviations from the plans or specifications, unless he has, in writing, called the Engineer's attention to deviations at the time of submission, and obtained his written approval. Approval of submittals does not relieve the Contractor from responsibility for errors in shop drawings or literature.

### **AS-BUILT DRAWINGS**

The Contractor shall provide the Engineer with three (3) complete sets of as-built drawings. As-built drawings shall provide detailed and accurate sizes, dimensions and locations of all work items covered under this contract. Contractor shall instruct the separate trades to keep accurate measurements and records of their installation, as the work proceeds. No measurement or payment will be made for as-built drawings, but the cost thereof shall be considered incidental to the items of work under this contract.

### **OPERATION, MAINTENANCE INSTRUCTIONS AND MANUALS**

Train owner's personnel in the general use and maintenance of all installed equipment and accessories. Provide three complete copies of "Operations and Maintenance" manuals for the owner's use. Manuals will identify all parts of equipment and show complete wiring diagrams. Manuals will include copies of warranties for all items.

### **WORK NOT NOTED, DETAILED OR SPECIFIED (Revised 9/29/03)**

All work required for complete installation or assembly shall be included in the Contractor's bid. Where minor portions of required work are not noted, detailed, or specified, such work shall be done in accordance with proven construction practice or accepted industry standards at no additional cost to the owner. The Contractor shall be held responsible for verification of existing job conditions prior to bid. No additional cost shall be awarded to the successful contractor (or their subcontractors) after bids have been submitted and contracts awarded for failure to verify existing field conditions. Discrepancies between actual field conditions and contract documents shall be brought to the Architects/Engineers attention for alternative methods of installation prior to the bidding of this project.

### **DIMENSIONS AND MEASUREMENTS**

The Contractor shall field verify all dimensions pertaining to the work and shall be responsible for the determination of all quantities of materials required for the work and for the accuracy of all dimensions of materials and items fabricated for this project. The Contractor shall not rely on the scale drawings in the project drawings for the determination of exact quantities or dimensions.

## **SPECIAL PROVISION IDAHO BUILDING**

### **PERFORMANCE**

Contractors interested in bidding this project shall carefully inspect the project prior to submitting his bid. Submission of a bid by any Contractor shall be accepted as prima facie evidence that he has examined these specifications and has satisfied himself as to the nature and location of the work and all other matters, which can in any way affect the work or cost thereof under the contract. Any failure of the Contractor to acquaint himself with all available information, including a physical survey of the site of the proposed work, shall not relieve him from successfully performing all the work required for a complete finished job.

## **BID SCHEDULE**

All of the items shown or noted on the plans or in these specifications, which are not specifically a bid item, are considered incidental items. The cost of furnishing and installing all incidental items will not be paid for separately, but shall be included in the contract unit prices as bid, unless otherwise noted.

## **PRICING/CHANGES/MODIFICATIONS**

For the initial contract period of the agreement there will be no price adjustments. Changes of specifications or modifications must be submitted in writing to the contract administrator, for consideration.

## **COORDINATION AND CONTROL**

This work shall proceed in an effective sequence so as to eliminate unnecessary work stoppages at the building.

## **SUPERINTENDENT**

The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during the progress of work. The superintendent shall be satisfactory to the Architect, and shall not be changed except with the consent of the Architect unless the superintendent proves to be unsatisfactory to the contractor and ceases to be in his employ. Under this circumstance, the new superintendent shall also be satisfactory to the Architect. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications will be confirmed in writing.

**SPECIAL PROVISION  
IDAHO BUILDING**

**SPECIAL PROVISION ITEMS - MEASUREMENT AND PAYMENT (SP-1)**

The accepted quantities of all Special Provision Items hereinafter specified will be measured by the units shown and paid for at the contract unit prices for such items, which price shall be full compensation for all material, labor, equipment, tools and incidental expense necessary to complete the item except as otherwise noted.

**OWNERS USE OF BUILDING** (Addition 12/1/03)

Owner reserves the right to occupy and/or use the building or portions thereof, including portions during the construction period and prior to final acceptance. Such occupancy and/or use shall not constitute acceptance of the Work or any part thereof. The contractor shall take special care to insure that no unnecessary disruptions or normal routines will occur at the project work site. Access to and egress from buildings, grounds, services areas, drives, and streets shall be maintained at all times. Temporary disruptions of building services, equipment, etc... shall be scheduled with the Owner. Normal functions shall be restored as quickly as possible.

## SP-1 LIGHT CONSTRUCTION SERVICE CONTRACT (BOISE HEADQUARTERS)

The work of this contract is intended to provide The Idaho Transportation Department (the owner) with available technicians (the Contractor) to perform Light Construction Service at the Boise Headquarters complex and associated buildings.

The buildings in this service agreement have been constructed and maintained under applicable code requirements. The Contractor will maintain the integrity of the buildings as it applies to these code requirements.

The Contractor shall be properly licensed and shall have sufficient personnel and equipment to perform the work.

The Contractor will provide a 24 hour on site response time on demand maintenance (emergency repair).

Special Requirements: For the purpose of this contract the Contractor shall consider Boise and surrounding area within 20 miles as a base of operations. There will be no travel costs (per diem, lodging or travel time) charged to the Owner for work performed in the base of operations area. For outlying Maintenance sites, the Owner agrees to reimburse the Contractor a mileage rate of \$ .375 per mile; starting point for mileage to be Boise Main Office Headquarters Complex.



# BID SCHEDULE

TO: State of Idaho  
Idaho Transportation Department

Gentlemen:

The Bidder in compliance with your invitation for bids for a **Light Construction Service Contract at Idaho Transportation Boise Headquarters and Associated Buildings**, having examined the specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the maintenance of the proposed project including the availability of materials and labor, hereby propose to furnish all labor, materials and supplies, and to provide the service in accordance with the Contract Documents, within the time set forth therein, and at the prices stated. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this response is a part.

Bidder hereby agrees to commence work under this contract upon receipt of a written "Notice to Proceed" of the Owner and to expeditiously complete the work. This contract will be in effect for a period of one year from commencement with provisions for two one-year extensions.

## Hourly Rates for Labor:

Regular work hours Monday through Friday

(Regular Rate) Journeyman \$ \_\_\_\_\_ per hour X 360 hrs\* = A \$ \_\_\_\_\_  
Apprentice \$ \_\_\_\_\_ per hour X 360 hrs\* = B \$ \_\_\_\_\_  
Laborer \$ \_\_\_\_\_ per hour X 360 hrs\* = C \$ \_\_\_\_\_

Other than regular hours Monday through Friday

and the first eight hours on Saturday, including holidays.

(Overtime Rate) Journeyman \$ \_\_\_\_\_ per hour X 130 hrs\* = D \$ \_\_\_\_\_  
Apprentice \$ \_\_\_\_\_ per hour X 130 hrs\* = E \$ \_\_\_\_\_  
Laborer \$ \_\_\_\_\_ per hour X 130 hrs\* = F \$ \_\_\_\_\_

At the discretion of the owner, the contractor may be requested to provide time cards for any work performed.

## Material Cost:

Material and parts will be paid at contractor's invoice cost plus the following percentage markup. Shipping costs and sales tax will be paid at contractor's invoice cost without any markup. A copy of all invoices must be submitted with billings for any item exceeding \$ 100.00. The contractor may be requested to provide invoices for any items at the discretion of the owner.

## Incidental Items:

Unless otherwise noted, all items in the specifications which are not specifically shown as a bid item are considered incidental. Cost of any incidental item will not be paid for separately, but shall be included in the unit prices bid.

Cost plus \_\_\_\_\_ percent

(Percent markup/100+1) X \$10,000\* = M \$ \_\_\_\_\_

Total bid amount A+B+C+D+E+F+M = T \$ \_\_\_\_\_

\* The annual labor hours and material costs factors are for bid evaluation only. The actual hours worked in a one year period may vary.

Bidder understands that the owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of **45 calendar days** after the scheduled closing time for receiving bids.

On the acceptance of this bid for said work the undersigned will furnish the 100% Contract Performance and Payment Bonds with approved and sufficient surety within 15 calendar days after the contract has been received by the bidder.

**AWARD TO BE ALL "OR NONE"**

**PAGE 1 & 2 MUST BE RETURNED WITH YOUR BID**

## **BID RESPONSE**

TO: IDAHO TRANSPORTATION BOARD  
Idaho Transportation Department  
Division of Highways

In compliance with your invitation for bids to be received: **September 7, 2005 @ 5:00 P.M.**, and opened on **September 8, 2005 @ 10:00 A.M.** The undersigned certifies they have examined the location of work and/or materials sites, and has satisfied themselves as to the condition to be encountered, and that the plans, specifications, contract and method of payment for such work is understood. The undersigned hereby agrees to furnish all materials, equipment and labor for a **Light Construction Service Contract for ITD Boise Headquarters and Associated Buildings**, per the specifications contained in Requisition Number **K-266850**.

Accompanying this bid response is a Bid Bond or Cashier's Check in the amount of five percent (5%) of the total amount bid.

**On the acceptance of this bid for said work the undersigned will furnish the 100% Contract Performance and Payment Bonds with approved and sufficient surety within 15 calendar days after the contract has been received by the bidder.**

By signing this bid response (P-3, A, B or C), the bidder being duly sworn states that the firm, association or corporation to whom this contract is to be awarded has not by or through any of its officers, partners, owners or any other person associated therewith, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this highway project, and is not financially interested in or otherwise affiliated in a business way with any other bidder on this project.

## **BIDDER'S SIGNATURES REQUIRED**

TO BE EXECUTED BY **CORPORATE** CONTRACTORS

Date \_\_\_\_\_, 2005

Name, Address and Phone Number of  
Corporation: \_\_\_\_\_

\_\_\_\_\_

Phone Number \_\_\_\_\_

Idaho Public Works Contractors License Number \_\_\_\_\_

Incorporated under the laws of the State of \_\_\_\_\_

Name & Address of President \_\_\_\_\_

Name & Address of Secretary \_\_\_\_\_

Name & Address of Treasurer \_\_\_\_\_

SIGNATURE

\_\_\_\_\_  
President, Vice President, etc...

State of \_\_\_\_\_, County of \_\_\_\_\_ ss

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before

me \_\_\_\_\_, personally appeared \_\_\_\_\_,

(Notary Public)

known or identified to me to be the President or Vice President or Secretary or Assistant Secretary, of the corporation

that executed the instrument or the person who executed the instrument on behalf of said corporation, and

acknowledged to me that such corporation executed the same.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_

Residing at \_\_\_\_\_

My Commission Expires on:

\_\_\_\_\_

## **BIDDER'S SIGNATURES REQUIRED**

TO BE EXECUTED BY **PARTNERSHIP**

Date \_\_\_\_\_, 2005

Name, Address and Phone Number of Bidder:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Phone Number

Idaho Public Works Contractors License Number \_\_\_\_\_

**SIGNATURE:**

\_\_\_\_\_  
(Name & Title, as "Partner") Address

\_\_\_\_\_  
(Name & Title, as "Partner") Address

\_\_\_\_\_  
(Name & Title, as "Partner") Address

**THIS MUST BE SIGNED BY AT LEAST ONE GENERAL PARTNER**

State of \_\_\_\_\_, County of \_\_\_\_\_ ss

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_,

before me \_\_\_\_\_, personally appeared  
(Notary Public)

\_\_\_\_\_, known or identified to me to be one  
of the partners in the partnership of \_\_\_\_\_  
(Partnership Name Signed to Instrument)

and the partner or one of the partners who subscribed said partnership name to the foregoing  
instrument, and acknowledged to me that they executed the same in said partnership name.

\_\_\_\_\_  
Notary Public For \_\_\_\_\_

Residing at \_\_\_\_\_

My Commission Expires on:

\_\_\_\_\_

## **BIDDER'S SIGNATURES REQUIRED**

TO BE EXECUTED BY **SOLE PROPRIETOR**

Date \_\_\_\_\_, 2005

Name, Address and Phone Number of Bidder:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Phone Number

Idaho Public Works Contractors License Number \_\_\_\_\_

SIGNATURE:

\_\_\_\_\_  
(Name & Title, as "Owner")

\_\_\_\_\_  
Address

\_\_\_\_\_  
(Name & Title, as "Owner")

\_\_\_\_\_  
Address

State of \_\_\_\_\_. County of \_\_\_\_\_ ss

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_,

before me \_\_\_\_\_, personally appeared

(Notary Public)

\_\_\_\_\_, known or identified to me to be the

person whose name is subscribed to the within instrument, and acknowledged to me that

\_\_\_\_\_ executed the same.

(he/she/they)

\_\_\_\_\_  
Notary Public For \_\_\_\_\_

Residing at \_\_\_\_\_

My Commission Expires on:

\_\_\_\_\_

## **SPECIAL PROVISIONS - STATE-AID**

### **I. APPLICATION**

These contract provisions shall apply to all work performed on the contract by the contractor with his own organization and with the assistance of workmen under his immediate superintendence and to all work performed on the contract by piece work, station work or by subcontract.

### **II. EMPLOYMENT LISTS, LABOR SELECTION, NON-DISCRIMINATION**

A local public employment agency has been designated by the State to prepare the employment lists for the project.

All qualified unskilled labor shall be employed insofar as possible from lists furnished the contractor by the employment agency designated in the contract. The contractor may avail himself of the services of the employment agency for obtaining labor of the intermediate and skilled grade.

In the performance of this contract, within the limitations of Subsection 107.01 requiring employment of up to 95% Idaho residents, preference in employment shall be given to qualified honorably discharged Veterans of the United States Armed Forces.

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations:  
The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination:  
The Contractor, with regard to the work performed during the contract, shall not discriminate on the grounds of race, color, religion, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:  
In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor, of the Contractor's obligations of this contract and Regulations relative to nondiscrimination on the grounds of race, color, religion, sex, or national origin.

4. Information and Reports:

The Contractor shall provide all information and reports required by Regulations and/or Directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the state of Idaho Transportation Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the state of Idaho Transportation Department or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance:

In the event the Contractor is in noncompliance with the nondiscrimination provision of this contract, the state of Idaho Transportation Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withhold progress payments until it is determined that the contractor is found in compliance;
- b. Suspend the contract, in whole or in part, until the contractor or subcontractor is found to be in compliance with no progress payment being made during this time and no time extension made;
- c. Cancel or terminate the contract for cause;
- d. Assess against the contractor's final payment on this contract or any progress payments on current or future Idaho projects an administrative remedy by reducing the final payment or future progress payment in an amount equal to 10% of this contract or \$7,700, whichever is less.

6. Incorporation of the Provisions:

The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to subcontractor or procurement as the state of Idaho Transportation Department or Federal Highway Administration may direct as a means of enforcing the provisions, including sanctions for noncompliance, provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the state of Idaho Transportation Department to enter into such litigation to protect the interests of the State, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

### III. **LABOR PROVISIONS**

The wages of labor shall be paid in legal tender of the United States, except that this condition will be considered satisfied if payment is made by a negotiable check, on a solvent bank, which may be cashed readily by the employee in the local community for the full amount without discount or collection charges of any kind. Where checks are used for payment, the contractor shall make all necessary arrangements for them to be cashed and shall give information regarding such arrangements. No fee of any kind shall be asked or accepted by the contractor or any of his agents from any person as a condition of employment on the project.



No employee shall be charged for any tools used in performing their respective duties except for reasonably avoidable loss or damage thereto.

Every employee on the work covered by this contract shall be permitted to lodge, board and trade where and with whom he elects and neither the contractor nor his agents nor his employees shall directly or indirectly require as a condition of employment that an employee shall lodge, board or trade at a particular place or with a particular person.

No charge shall be made for any transportation furnished by the contractor or his agents to any person employed on the work.

No individual shall be employed as a laborer on this contract except on a wage basis, but this shall not be construed to prohibit the rental of teams, trucks or other equipment from individuals. No such rental agreement or any charges for feed, gasoline, supplies or repairs on account of such agreement, shall cause any deduction from the wages accruing to any employee except as authorized by the regulations hereinbefore cited.

POSSIBLE INTEREST  
-BIDDERS LIST-

AS OF 8-18-2005

**TJ ODIAGA ENT INC**

523 LOGAN  
BOISE ID 83712

**BENCHMARK CONSTUCTION INC**

2101 DELTA DRIVE  
NAMPA ID 83687

**GAFFORD CONSTRUCTION INC**

1365 N ORCHARD ST STE 101  
BOISE ID 83706

**INTERMOUNTAIN CONSTRUCTION & ABATEMENT LLC**

PO BOX 483  
MERIDIAN ID 83680

**BMI CONSTRUCTION**

4732 W FENTON  
BOISE IDAHO 83714